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**Indexing Instructions:** Stewartshire, Section "A," Subdivision as recorded in Plat Book 102, Pages 46-47 and Stewartshire West Subdivision being located in Section 19, Township 2 South, Range 7 West of DeSoto County, Mississippi, as recorded in Plat Book 102, Page 48-49, both filed for record March 8, 2007 in the Chancery Clerk's office of DeSoto County, Mississippi.

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**AMENDMENT  
TO THE COVENANTS, CONDITIONS AND RESTRICTIONS  
RELATING TO STEWARTSHIRE, SECTION "A", SUBDIVISION  
AND STEWARTSHIRE WEST SUDIVISION  
Section 19, Township 2 South, Range 7 West**

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THESE AMENDMENTS TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR STEWARTSHIRE, SECTION "A" SUBDIVISION AND STEWARTSHIRE WEST SUBDIVISION, ARE made this 24th day of July, 2009, by owners of the subdivisions.

**W I T N E S S E T H:**

WHEREAS, the Restrictive Covenants, of Stewartshire, Section "A," Subdivision as recorded in Plat Book 102, Pages 46-47 and Stewartshire West Subdivision, in Plat Book 102, page 48-49, both filed of record March 8, 2007 in the Chancery Clerk's Office of DeSoto County, Mississippi.

WHEREAS, the Developer and Property Owners reserved the right in the Restrictive Covenants to amend the Restrictive Covenants as contained and set out on said Plat Books and Pages referenced above; and

WHEREAS, Community Bank, North Mississippi, formerly known as Community Bank N.A., is successor-in-title to the Developer (Developer Successor) by virtue of those certain Substitute Trustee's Deeds recorded in Warranty Deed Book 569, Page 99 and Warranty Deed Book 569, Page 104 in the Chancery Court Clerk's office of DeSoto County, Mississippi; and

WHEREAS, the Developer Successor and Property Owners desire to amend the covenants, conditions and restrictions for Stewartshire, Section "A" Subdivision and Stewartshire West Subdivision and have approved the following amendment (s):

NOW, THEREFORE, the Restrictive Covenants are hereby amended as follows:

**AMENDMENTS:**

**PARAGRAPH 8 OF STEWARTSHIRE, SECTION "A" SUBDIVISION**

The minimum heated living area of any single story house shall be 1800 square feet. The minimum heated living area of any one and one-half (1 1/2) story house shall be 1800 square feet. The minimum heated living area of any two (2) story house shall be 1800 square feet.

**PARAGRAPH 8 OF STEWARD SHIRE WEST SUBDIVISION**

The minimum living area of any single story dwelling shall be 1800 heated square feet. The minimum heated living area of any one and one-half (1 1/2) story house shall be 1800 square feet. The minimum heated living area of any two (2) story houses shall be 1800 square feet. Front yard building set back line is thirty (30) feet, the rear yard setback is twenty-five (25) feet, and the side yard setback is fifteen (15) feet.

**ADDITIONAL RECITALS:**

Except as amended herein the Restrictive Covenants shall remain in full force and effect. Invalidation of this amendment, in whole or in part, by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force.

The Chancery Court Clerk is hereby authorized, empowered and requested to make the appropriate marginal notation of this Amendment on the face of the recorded plats for Stewartshire, Section "A" Subdivision and Stewartshire West Subdivision and on any plats recorded subsequent hereto.

This Amendment may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be signed by the Developer and Property Owners of Stewartshire, Section "A" Subdivision and Stewartshire West Subdivision the day and year first above written.

*Charles Moore - Owner*  
 CHARLES MOORE, OWNER

*William T. Parker, Jr. - owner*  
 WILLIAM T. PARKER, JR., OWNER

COMMUNITY BANK, NORTH MISSISSIPPI,  
 FORMERLY KNOWN AS COMMUNITY BANK N.A.

By: *Simon F. Weir, II* - President North Division  
 SIMON F. WEIR, II, PRESIDENT  
 DEVELOPER SUCCESSOR AND PROPERTY OWNER

COMMUNITY BANK, NORTH MISSISSIPPI,  
 FORMERLY KNOWN AS COMMUNITY BANK N.A.

By: *Simon F. Weir, II* - President North Division  
 SIMON F. WEIR, II, PRESIDENT  
 LENDER

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named, Charles Moore, who acknowledged that he signed and delivered the above and foregoing instrument, as his free and voluntary act and deed and for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 24<sup>th</sup> day of

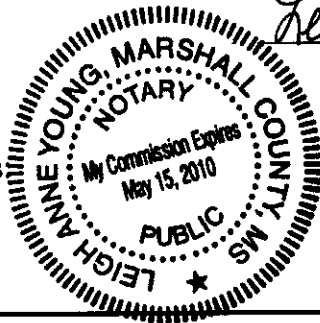
July, 2009.

*Leigh Anne Young*

NOTARY PUBLIC

My Commission Expires

5-15-10



STATE OF MISSISSIPPI

COUNTY OF DESOTO:

This day personally appeared before me, the undersigned authority in and for said County and State, the within named, WILLIAM T. PARKER, JR., who acknowledged that he signed and delivered the above and foregoing instrument, as his free and voluntary act and deed and for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 24<sup>th</sup> day of

July, 2009.

*Leigh Anne Young*

NOTARY PUBLIC

My Commission Expires

5-15-10

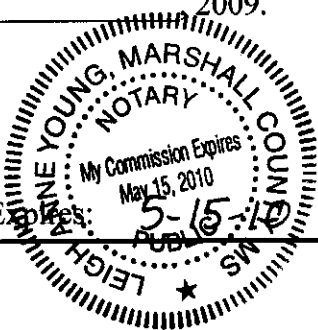


STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named, Simon Weir, II, as President of Community Bank, North Mississippi, formerly known as Community, N.A., who acknowledged that he signed and delivered the above and foregoing instrument in his representative capacity, for and on behalf of said entity in its capacity as property owner, Developer Successor and a Lender to the property identified in said Amendment, he having been duly authorized so to do by said entity.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 24<sup>th</sup> day of July 2009.



Leigh Anne Young  
NOTARY PUBLIC

My Commission Expires: